

LEASE AGREEMENT BETWEEN
THE CITY OF SALINAS AND SALINAS VALLEY TOURISM & VISITORS BUREAU

1A Station Place



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LEASE AGREEMENT

1A Station Place, Salinas, California 93901

THIS LEASE AGREEMENT (the “Lease Agreement”) is made and entered into this 24th day of March 2026, by and between the City of Salinas, a California charter city and municipal corporation, hereinafter called the “City,” and Salinas Valley Tourism & Visitors Bureau, Inc., a California not for profit corporation, (hereinafter called “Tenant”). The City and the Tenant are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

RECITALS

A. The City is the owner of that real property (the “Property”) known as the “Freight Building” consisting of approximately 5,122 square feet, located there at 1A Station Place in the city of Salinas, California, County of Monterey (APN 002-710-033-000), which is more particularly shown and described on Exhibit A, attached hereto and incorporated herein by reference.

B. Visit California awarded Tenant the right to operate a California Welcome Center in the City of Salinas, and since the award, Tenant has continued to successfully operate the Welcome Center.

C. The Parties first entered into a lease agreement for the Property on June 20, 2017 (the “Original Lease”), which was amended on July 1, 2019. Tenant has continued to occupy and use a portion of the Property for the Welcome Center pursuant to the Original Lease as amended.

D. The City desires to lease the Leased Premises, as further defined herein, to the Tenant for the term hereinafter provided, and the Tenant desires to accept such lease upon the terms and subject to the conditions contained herein.

E. The City Council has determined that the Leased Premises will not be necessary for municipal purposes during the term of this Lease Agreement or any authorized extensions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease Agreement, the Parties agree as follows:

AGREEMENT

1. LEASED PREMISES.

A. The City hereby leases to the Tenant and the Tenant hereby leases from the City, upon the terms and conditions herein set forth, that portion of the Property and its appurtenances, situated at 1A Station Place, Salinas, CA 93901 and described and shown more particularly in Exhibit B (“Leases Premises”), which is attached and incorporated herein by reference. The Tenant shall accept

the Leased Premises “as-is, where-is” following an inspection of the premises, with any issues noted on the “Acceptance of the Leased Premises” provided in Exhibit C to this Agreement.

B. Memorandum of Lease Agreement. The Parties shall have executed and the City shall have recorded a Memorandum of Lease Agreement in the form attached hereto as Exhibit D.

2. TERM; TERMINATION FOR CAUSE.

A. Term. This Lease Agreement shall be for an initial term of ten (10) years, commencing on July 1, 2026 (“Commencement Date”), and ending on June 30, 2036 (the “Initial Term”), unless terminated earlier pursuant to the provision of this Lease Agreement. The Tenant may request a renewal of this Lease Agreement for an additional ten (10) year period by submitting a written request to the City at least sixty (60) days prior to the expiration of the Initial Term. The terms and conditions of a renewed lease agreement shall be subject to the negotiation of the Parties to this Lease Agreement.

Upon the expiration or the earlier termination of this Lease Agreement, Tenant shall peaceably vacate the Leased Premises and any and all improvements located thereon and deliver the same to the City in at least as good a condition as it was delivered to Tenant on the Commencement Date, reasonable wear and tear and casualty excepted.

Any holding over after the expiration of the term, or any renewal thereof, with the consent, express or implied, of the City, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, as far as applicable. This Lease Agreement may only be extended upon then mutual written agreement of the Parties.

B. Termination for Cause. In addition to all other remedies available to the City under the law or in equity, and consistent with Section 16 of this Lease Agreement (“Default and Re-Entry”), this Lease Agreement may be terminated by the City in accordance with this Section.

1. Tenant’s Failure to Perform. If City, in its sole discretion, determines that in accordance with Section 6 of this Lease Agreement, Tenant has failed in the performance or compliance with any of the covenants, agreements, terms, or conditions in this Lease Agreement and such failure continues for a period of thirty (30) days after written notice thereof or, in the case such failure cannot with due diligence be cured within such period of thirty (30) days or such reasonable time as may be required to cure such default, but in no event to exceed sixty (60) days.

2. Effect of Termination. In the event this Lease Agreement is terminated by the City, Tenant shall immediately abandon the Leased Premises and deliver the same to the City and all obligations and duties of the Tenant hereunder shall immediately cease.

3. Rights and Remedies Not Exclusive. The rights and remedies of the City and Tenant provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Lease Agreement.

3. RENT.

A. Commencing on the Commencement Date and continuing through the entire term of this Lease Agreement, Tenant shall pay to the City, as rent, the amount of one dollar (\$1.00) per month (“Rent”) for the use and the possession of the Leased Premises. Tenant shall pay the entire year annual rent of \$12.00 in one lump sum upon the commencement date, and annually on July 1 each year until the expiration of the term. It is understood and acknowledged by the Parties that the rental amount is based on the non-profit status of the Tenant.

B. Effective April 1, 2025 through June 30, 2026, the rent will be waived.

4. USE. Tenant shall use the Leased Premises for office space consistent with the legal definitions and general standards set forth by the State of California as a “Welcome Center.” Tenant may alter said use to any lawful purpose, upon the written consent of the City, which consent shall not be unreasonably withheld. Tenant’s employees are to use the parking areas provided on the Leased Premises and shall not encroach upon other private and/or public parking areas not so designated for general public parking use.

5. COMPLIANCE WITH LAWS. Tenant shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal relating to Tenant’s use and occupancy of the Leased Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted.

6. TAXES AND ASSESSMENTS. This Lease Agreement may create a taxable possessory interest, the timely payment of which, together with any other taxes or assessments imposed against Tenant or the activities of Tenant shall be paid by Tenant before they become delinquent. The City shall be responsible for the payment of all real property assessments imposed on the Leased Premises by any improvement district or special taxing authority. During the lease Term, all real estate taxes for the Leased Premises shall be paid by the City.

7. UTILITIES. The City shall pay, and hold the Tenant free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, garbage pickup and disposal, and other public utilities to the Leased Premises during the term of this Lease Agreement.

8. ALTERATIONS AND IMPROVEMENTS. Prior to occupancy, Tenant acknowledges personal inspection of the Leased Premises and of the surrounding areas and evaluation of the extent to which the physical condition of the Leased Premises and of the surrounding area will or may affect the operation of the Leased Premises. By signing the “Acceptance” provided in Exhibit C and attached hereto, the Tenant has completed its evaluation and accepts the Leased Premises in “As-is, Where-is” condition. Tenant shall, at its sole cost and expense, make any and all alterations necessary to use the Leased Premises for Tenant’s business purposes. The City has made no other representations or warranties as to the condition of the Leased Premises or to its fitness for the uses intended by the Tenant.

Any alterations, remodeling or utility installations by Tenant during the term of the Lease Agreement shall be performed only upon the City’s written approval and shall be done in a good

and workmanlike manner, with good and sufficient materials, and in compliance with all applicable laws, regulations, and building codes. All improvements, alterations and fixtures (including, but not limited to, trade fixtures as that term is defined in Civil Code Section 1019) made or placed in or on the Leased Premises by Tenant during the term of this Lease Agreement shall be owned and insured by Tenant, and such improvements, alterations, and fixtures may be depreciated for income tax purposes by Tenant, provided that Tenant removes, at its sole expense, such improvements, alterations, and fixtures at or prior to the expiration or sooner termination of this Lease Agreement and restores the Leased Premises to their original condition as nearly as practicable. In the event that Tenant does not so remove such improvements, alterations, and fixtures, they shall become the property of the City for no further consideration of any kind, and Tenant shall execute any documents that may be required to convey its interest in such improvements, alterations and fixtures to the City. Tenant shall make no demand upon the City for any improvements, rehabilitation, repairs or alterations of the Premises.

9. MAINTENANCE AND REPAIRS. The City shall keep in good repair the exterior walls, roofs, building foundation, parking lot, sidewalks, landscaping, plumbing, electrical, and heating and cooling system, excluding all windows, doors, and glazing. Except as provided in the preceding sentence, Tenant, at its sole cost, shall keep and maintain the Leased Premises and every part thereof, both inside and outside, including all windows, doors, and glazing clean and in good repair, and including, but not limited to, the repair of all appurtenances to the same condition or better as when received, damages by fire, act of God, or by the elements excepted, and to remove all of Tenant's signs from the Leased Premises upon termination or expiration of this Lease Agreement. Further, Tenant shall provide its own custodial services for said Leased Premises.

10. INDEMNIFICATION. Tenant shall defend, hold harmless, and indemnify City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with this Lease Agreement, Tenant's performance of work hereunder, or Tenant's failure to comply with any of its obligations contained in this Lease Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers. The City shall defend, hold harmless, and indemnify Tenant and its officers, employees, and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

11. INSURANCE. Tenant shall, at its own cost and expense, maintain the insurance specified and required at Exhibit E hereto.

12. HAZARDOUS SUBSTANCES. Tenant shall not use any portion of the Leased Premises or parking lot for the storage or use of flammable or hazardous substances. The City understands and acknowledges that vehicles parked at the parking spaces will use hazardous substances in order to operate, including gasoline and oil. Tenant shall be solely responsible for the clean-up and remediation of any spill or discharge or any hazardous substances including, but not limited to, gasoline and oil from such vehicles. As required by law, Tenant shall immediately notify the City in writing of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the Leased Premises. Tenant shall defend, hold harmless,

and indemnify City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Tenant's use of hazardous substances on the Leased Premises. The City shall defend, hold harmless, and indemnify SVTVB and its officers, employees, and volunteers from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with any hazardous substances located in, on or beneath the Leased Premises that were either there because of the City or that were there prior to the commencement of the Original Lease.

13. ENTRY AND INSPECTION. The City shall have the right to enter the Leased Premises at all reasonable times for the purpose of inspection, posting notices, or other lawful purposes.

14. REMOVAL OF PERSONAL PROPERTY; RESTORATION OF PROPERTY. At the expiration or the earlier termination of this Lease Agreement, Tenant shall at its sole cost and expense remove all items of personal property and all improvements placed in the Leased Premises by Tenant and shall clean the Leased Premises such that the same is restored to at least as good as condition as it was at the time of commencement of this Lease Agreement.

15. ASSIGNMENT AND SUBLETTING. Tenant shall not encumber, assign, or otherwise transfer this Lease Agreement, any right or interest in this Lease Agreement, or any right or interest in the Leased Premises or any improvements that may now or hereafter be constructed or installed on the Leased Premises to any other person or entity without first obtaining the express written consent of the City. The Tenant shall ensure that the terms and the conditions of this Lease Agreement are incorporated into the terms and the conditions of any sublease or assignment, including the sublease from the Tenant.

16. DEFAULT AND REENTRY. In the event of any breach of any obligation to be performed by Tenant hereunder, including non-payment of rent, which is not cured or in the process of being cured within thirty (30) days of the date upon which notice of such breach is given to Tenant, or upon the abandonment or vacation of the Leased Premises by Tenant, the City, in addition to any other rights or remedies as may be provided by law, shall have the right to terminate this Lease Agreement, immediately reenter the Leased Premises, without notice, and remove all persons and property from the Leased Premises.

17. FORCE MAJEURE. If either Party is unable to perform its duties under this Lease Agreement due to acts of God, strikes, lockouts, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of the party, such non-performing Party shall be excused from performance by the other Party, and shall not be in breach of this Lease Agreement, for a period equal to any such prevention, delay or stoppage.

18. SUCCESSORS AND ASSIGNS. Except as otherwise provided for herein, the Parties expressly agree that, subject to the terms of this Lease Agreement, all terms and conditions of this Lease Agreement shall extend to and be binding upon or inure to the benefit of the heirs, executors, administrators, personal representative, assigns and successors in interest of both the respective Parties hereto.

19. ENTIRE AGREEMENT. This Lease Agreement expresses the whole contract between the Parties, there being no representations, warranties, or other understandings not here expressly set forth or provided. This Lease Agreement may be executed in duplicate, each of which when so executed and delivered shall be deemed an original, but such duplicate together shall constitute but one and the same instrument.

20. AMENDMENTS. This Lease Agreement may be amended at any time and from time to time, provided that no amendment to this Lease Agreement shall be legally enforceable against the City or Tenant unless it is in writing, executed and acknowledged by both Parties.

21. NOTICES. All notices shall be delivered as set forth herein. If they are delivered personally to the other Party's designees named below or via overnight courier, they shall be effective the day delivered. Alternatively, notices may be sent by depositing them in the United States Mail, properly addressed as below, postage fully prepaid, and such notices shall be effective five (5) business days after being deposited in the mail:

To City:	City of Salinas 200 Lincoln Avenue Salinas, CA 93901 Attn: City Manager	To Tenant:	Salinas Valley Tourism & Visitors Bureau Craig Kaufman, Executive Director 1A Station Place Salinas, CA 93901
w/copy to:	City Attorney 200 Lincoln Avenue Salinas, CA 93901	w/copy to:	Kelly McCarthy Sutherland, Esq. Anthony Lombardo & Associates 144 W. Gabilan Street Salinas, CA 93901

22. WARRANTY OF TITLE. The City warrants and represents that it has the sole and the exclusive title to the Leased Premises such that it may enter into this Lease Agreement. The City further warrants and represents that the execution, delivery, or performance of this Lease Agreement will not conflict with or violation any other agreements by which the City is bound, or any law, rules, regulation, or ordinance by which the City is bound.

23. NON-DISCRIMINATION IN USE AND AVAILABILITY. Tenant shall not discriminate on the basis of a person's place of residence, their race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any participant in, recipient of, or applicant for any services or programs provided by at the Leased Premises. Tenant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and non-discrimination in the provision of any services or programs offered at the Leased Premises.

24. ACCIDENT REPORTS. Tenant shall immediately report to the City in writing any accident causing or reasonably estimated to have caused more than one thousand dollars (\$1,000) worth of property damage or any serious injury to person or to property that occurs on or in connection with the Leased Premises. This written report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and the hour, the names and the addresses of any witnesses, and any other pertinent information.

25. AMERICANS WITH DISABILITIES ACT AND TITLE 24 COMPLIANCE. Prior to occupancy, City shall ensure and shall be responsible for ensuring that all building improvements and other improvements on the Leased Premises are compliant with the Americans with Disabilities Act and Title 24 of the California Code of Regulations and Tenant shall be solely responsible for making any repairs or improvements necessary to bring such buildings, structures, and other facilities into compliance. Consistent with the provisions of Section 8 of this agreement, (Alterations and Improvements), the Tenant shall be responsible for compliance with the Americans with Disabilities Act and Title 24 of the California Code of Regulations for those changes to the Leased Premises occurring after occupancy by the Tenant.

26. SIGNS AND ADVERTISING. Tenant shall not place or erect any temporary or permanent signs or advertising upon the Leased Premises which will cause damage, or which will otherwise alter the physical structure of any structure or building located on the Leased Premises. The placement or erection of any sign or advertising upon the Leased Premises shall be in accordance with the requirements of the Salinas City Code in effect at the time such sign is proposed to be placed or erected.

27. LIENS AND ENCUMBRANCES. Tenant shall keep the Leased Premises free and clear of any liens or encumbrances of any kind whatsoever created by Tenant or any of its acts or omissions.

28. JURISDICTION. This Lease Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Lease Agreement shall be in the State of California, in the County of Monterey, or in the appropriate federal court with jurisdiction over the matter. In case suit shall be brought to interpret or to enforce this Lease Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing Party in such action shall be entitled to recover their reasonable attorney fees in addition to such costs as may be allowed by the court. City's attorney fees, if awarded, shall be calculated at the market rate.

29. COUNTERPARTS. This Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. FURTHER ASSURANCES. Both Parties agree to take whatever action may be necessary to perform their respective and their mutual obligations under this Lease Agreement.

31. RIGHTS AND OBLIGATIONS UNDER THIS LEASE AGREEMENT. By entering into this Lease Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Lease Agreement shall not create any rights in any party not a signatory hereto.

32. INVALIDITY. The invalidity or unenforceability of any provisions of this Lease Agreement shall not affect the validity or enforceability of any other provision of this Lease Agreement, which shall remain in full force and effect.

33. SURVIVAL. In no way shall the insurance requirements herein limit Tenant's or City's indemnification obligations hereunder, and Tenant's and City's indemnification obligations shall

survive termination of this Lease Agreement.

34. LEVINE ACT DISCLOSURE COMPLIANCE (CAL GOVERNMENT CODE SEC. 84308). Tenant hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Lease Agreement, except as Tenant has disclosed within its Levine Act Disclosure Form submitted by Tenant to the City. Tenant agrees, that in the event it makes any contributions subject to the Levine Act’s disclosure requirements within twelve (12) months of the effective date of this Lease Agreement, that it will file a Levine Act Disclosure Form (or Forms). Tenant acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City’s public internet site under Your Government / Transparency section for Tenant’s continuous compliance.

35. ELECTRONIC EXECUTION OF LEASE AGREEMENT. The words “execution,” “signed,” “signature,” and words of like import in this Lease Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the Parties, have entered into this Lease Agreement as of the date first written above.

CITY OF SALINAS

Salinas Valley Tourism & Visitors Bureau, Inc., a California not for profit corporation

By: _____
René Mendez, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS FORM:

Christopher A. Callihan, City Attorney or
Rhonda Combs, Assistant City Attorney

ATTEST:

Patricia Barajas, City Clerk

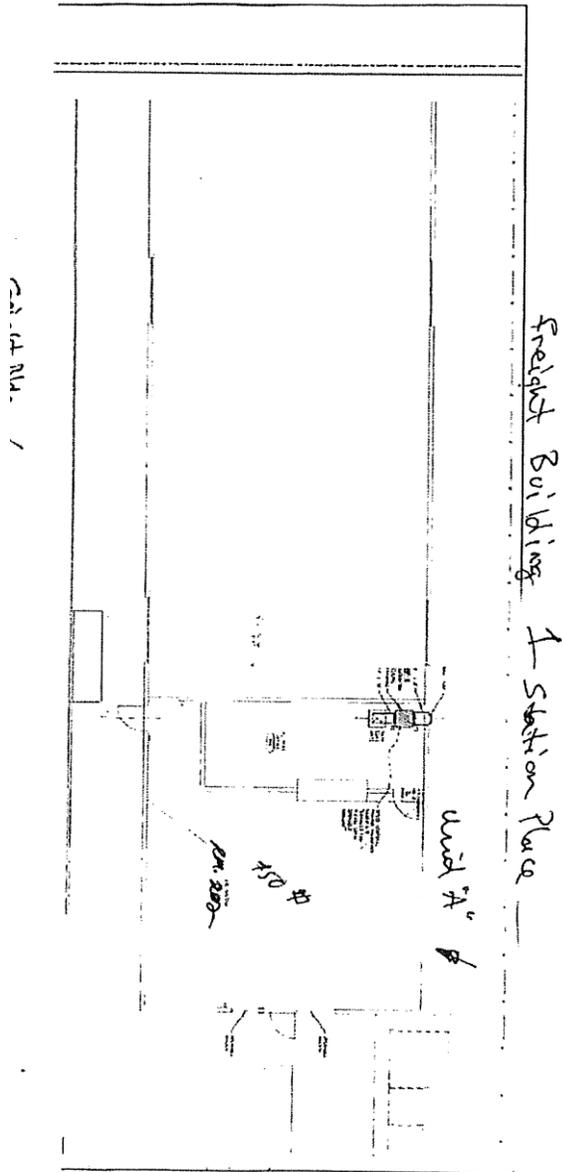
Exhibit A

MAP SHOWING THE PROPERTY



Exhibit B

MAP SHOWING THE LEASED PREMISES



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That certain real property, situate in the City of Salinas, Monterey County, California being a portion of that certain 25.67 acre tract of land described in deed from Eugene Sherwood, et al, to the Southern Pacific Railroad Company dated October 9, 1872, and recorded in Vol. M of Deeds at page 34, records of said County, and all of that certain tract of land described in deed from A.W. Branch to Southern Pacific Railroad Company dated August 31, 1872 and recorded in Vol. L of Deeds at page 439, records of said county, described as follows:

Beginning at a 1" diameter iron pipe at the intersection of the easterly line of Palmetto Street, as shown on Map of Salinas City, filed in Vol. 1 of Cities and Towns at page 36, records of said county, with the southerly boundary of said 25.67 acre tract of land and running thence along said southerly boundary,

- 1) N 65° 36' W, 37.50 feet to intersection with the centerline of said Palmetto Street, thence leave said southerly boundary and along the extension northerly of said centerline,
- 2) N 24° 23' 38" E, 113.47 feet; thence leave said centerline extension,
- 3) N 65° 36' W, 37.50 feet; thence
- 4) N 24° 23' 38" E, 53.14 feet to a 1" diameter iron pipe; thence along a line parallel to and 25 feet southerly from, measured at a right angle, the main line of the Southern Pacific Railroad Company track,
- 5) S 66° 30' 04" E, 928.84 feet to the intersection with the westerly line of North Main Street, a City street; thence leave said parallel line and along the line of said North Main Street,
- 6) S 24° 22' 41" W, 25.00 feet to a 1" diameter iron pipe at the intersection of said street line with the northerly line of that certain tract of land described in Final Judgment of Condemnation, City of Salinas vs. Southern Pacific Transportation Company, dated October 16, 1975 and recorded in Reel 1009, Page 241, Official Records of said county; thence leave said street line and along said line of condemnation,
- 7) N 66° 30' 04" W, 30.00 feet to a 1" diameter iron pipe; thence continuing along said condemnation line, to and along the easterly line of Parcel A, as shown on map filed in Vol. 14 of Parcel maps at page 84, records of said county,
- 8) S 27° 31' 00" W, 250.77 feet to a 3/4" diameter iron pipe, LS 3509; thence continuing along said parcel boundary,
- 9) N 65° 40' 09" W, 105.03 feet; thence
- 10) N 9° 50' 45" W, 116.16 feet to a 1" diameter steel bar at the most westerly corner of said Parcel A, in the southerly boundary of said 25.67 acre tract of land; thence along said southerly boundary,
- 11) N 65° 37' 57" W, 137.69 feet to a 2" diameter iron pipe in the easterly line of Station Place (shown as Natividad Street of said Map of Salinas City); thence continuing along said southerly boundary,
- 12) N 65° 41' 51" W, 100.00 feet to the westerly line of said Station Place; thence continuing along said southerly boundary,
- 13) N 65° 36' W, 402.01 feet to intersection with said easterly line of Palmetto Street thence along said street line,
- 14) S 24° 23' 38" W, 1.00 feet to the point of beginning.

Excepting therefrom Parcel III above described, all minerals and mineral rights, interests, and royalties, including, without limiting, the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the property; however, Grantor or its successors and assigns,

shall not have the right for any purposes whatsoever to enter upon, into or through the surface of the property in connection therewith, as reserved in the Deed from Southern Pacific Transportation Company, a Delaware corporation recorded September 27, 1997 in Reel 3424, Page 120, Official records.

APN: 002-171-033 , 002-171-035

Exhibit C

ACCEPTANCE OF THE LEASED PREMISES

I _____(NAME), the _____ (POSITION OR TITLE), representing [INSERT LESSEE NAME] have inspected the offices and common grounds at _____, Salinas California, owned by the City of Salinas. I have determined that this building and property will be suitable for my business practices, and I hereby accept the Leased Premises in “as-is, where-is” condition except for the following which the City of Salinas shall work on during the Term of the Lease:

1. Gutters need repair
2. The exterior lighting along the trackside needs repair—it is non-functional due to stripped wiring.
3. There is a beetle infestation that the City will address.

Signature: _____ Date _____

Exhibit D

MEMORANDUM OF LEASE AGREEMENT

Form of Memorandum of Lease Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: Assistant City Manager

No fee for recording pursuant to
Government Code section 27383

(SPACE ABOVE THIS LINE FOR RECORDER’S USE)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (“Memorandum”) is made as of _____, 2026, by and between the City of Salinas, a California charter city and municipal corporation (hereinafter called “City”) and Salinas Valley Tourism & Visitors Bureau, Inc., a California not for profit corporation, (hereinafter called “SVTVB”), to confirm that the City and SBTVB have entered into that certain Lease Agreement, dated as of _____, 2026 (“Lease Agreement”). The Lease Agreement is a public document and may be reviewed at the principal office of the City located at 200 Lincoln Avenue, Salinas, California.

Through the Lease Agreement, the City grants SVTVB the right to use and to occupy the City-owned real property and improvements located at 1A Station Place upon the terms and conditions therein set forth.

This Memorandum shall incorporate herein all of the terms and provisions of the Lease Agreement as though fully set forth therein. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend, or supplement the Lease Agreement, of which this is a memorandum.

This Memorandum may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

SALINAS VALLEY TOURISM & VISITORS BUREAU

By:

Exhibit E

INSURANCE REQUIREMENTS

Tenant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Tenant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (**ISO CG 25 03 or 25 04**) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Tenant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Property insurance:** against all risks of loss to any tenant personal property, improvements, or betterments at full replacement cost with no coinsurance penalty provision.

If the Tenant maintains **broader coverage and/or** higher limits than the minimums shown above, the Entity requires and shall be entitled to **the broader coverage and/or** the higher limits maintained by the Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Tenant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Tenant's insurance coverage shall be primary coverage at least as broad as **ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Tenant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Entity by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Tenant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.